



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** April 3, 2017  
**MEMO TO:** Carol Calabresa, Chair  
Planning Committee  
**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**Agenda Item#** 8.5

**RECOMMENDATION:** Recommend approval of a Resolution awarding a Contract for Engineering Services for the Millennium Trail and Parking Lot at Ethel's Woods Forest Preserve to Civiltech Engineering, Inc., Itasca, Illinois, in the Contract Price of \$137,682.00.

**STRATEGIC DIRECTION SUPPORTED:** Public Access and Connections

**FINANCIAL DATA:** This project was approved as part of the adopted FY2016/2017 Capital Improvement Plan in the amount of \$250,000.00. This portion of the project was estimated at \$150,000.00. The actual cost of \$137,682.00 will be charged to account 35304100-803200-63901.

**BACKGROUND:** In 2002, the District received an Open Lands Trust grant from the Illinois Department of Natural Resources to partially fund the purchase of Ethel's Woods Forest Preserve. As part of the grant agreement, the District agreed to design and construct public access improvements including a parking area, loop trail and scenic overlooks. These improvements are required to be completed and open to the public by the end of 2019.

In addition, District staff has identified the site as part of the preferred route for the Millennium Trail. This section of the Millennium Trail is part of the overall effort to connect McDonald Woods, Raven Glen and Ethel's Woods Forest Preserves. This connection will eventually be routed on the west side of US Route 45 from McDonald Woods Forest Preserve north to Miller Road where it will travel through a future underpass to Ethel's Woods Forest Preserve.

The engineering services will provide for all design, engineering, permitting and contract document preparation for the project. The improvements will include a parking area for approximately 24 cars, 1.3 miles of new crushed stone trails, and two scenic overlooks with views of the newly restored North Mill Creek valley. The design will also accommodate potential fill areas for excavated sediment from the Old Mill Creek restoration project. Construction is scheduled to begin in spring of 2018 and a public opening is anticipated later that year.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Corporate Counsel

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR APRIL MEETING  
APRIL 11, 2017**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract for Engineering Services for the Millennium Trail and Parking Lot at Ethel’s Woods Forest Preserve,” and requests its approval.

**PLANNING COMMITTEE:**

Date: 4/3/17     Roll Call Vote:    Ayes: \_\_\_\_    Nays: \_\_\_\_  
                                   Voice Vote Majority    Ayes;    Nays 0

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR ENGINEERING SERVICES  
FOR THE MILLENNIUM TRAIL AND PARKING LOT  
AT ETHEL'S WOODS FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform design, engineering, permitting and contract document preparation services for the construction of a parking area for approximately 24 cars, 1.3 miles of new crushed stone trails, two scenic overlooks and the accommodation of potential fill areas for a portion of the excavated sediment from the District's North Mill Creek restoration project (the "Services"); and

**WHEREAS**, the Director of Planning and Land Preservation and the Purchasing Manager have determined that the Services require personal confidence; and

**WHEREAS**, the Purchasing Manager has solicited a proposal for the Services; and

**WHEREAS**, the District's staff, the Purchasing Manager, the Director of Planning and Land Preservation, and the Planning Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Civiltech Engineering, Inc. be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Civiltech Engineering, Inc. (the "Contract") in the amount of \$137,682.00 the ("Contract Price"); and

**WHEREAS**, the Board of Commissioners hereby finds that the proposal for the Services submitted by Civiltech Engineering, Inc. is the proposal that is most advantageous to the District and that the Contract Price is fair and reasonable; and

**WHEREAS**, the District has a satisfactory relationship with Civiltech Engineering, Inc. for engineering services;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. A Contract for the Services in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Civiltech Engineering, Inc.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2017

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2017

ATTEST:

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

\_\_\_\_\_  
Julie A. Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit \_\_\_\_\_

# **Lake County Forest Preserves**

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

**CIVILTECH ENGINEERING, INC.**

FOR THE

**ENGINEERING SERVICES**

FOR THE

**MILLENNIUM TRAIL-TRAIL AND PARKING LOT**

AT

**ETHEL'S WOODS FOREST PRESERVE**

PROJECT NUMBER: 63910-0140-870

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ETHEL'S WOODS FOREST PRESERVE  
PROJECT NO: 63910-0140-870

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**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
CIVILTECH ENGINEERING, INC.  
FOR THE  
MILLENNIUM TRAIL-TRAIL AND PARKING LOT  
ETHEL'S WOODS FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Civiltech Engineering, Inc. a(n) Illinois Corporation, Two Pierce Place, Suite 1400, Itasca, Illinois 60143, ("Consultant") make this Contract as of April 11, 2017 and hereby agree as follows:

**ARTICLE I - THE SERVICES**

**1.1 Performance of the Services**

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional engineering services, all of which is referred to in this Agreement as the "Services":

- A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.
- B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
- C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.
- D. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

**1.2 Commencement and Completion Dates**

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."



### **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant's, or its Sub-consultant's, delay in providing Required Submittals conforming to this Contract.

### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

### **1.5 Financial and Technical Ability to Perform**

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

### **1.6 Time**

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

### **1.7 Consultant's Personnel and Sub-Consultants**

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the "Key Project Personnel" identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

### **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

### **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

## **ARTICLE II - CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

### **2.2 Delays**

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

### **ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

#### **3.1 Representation of Compliance**

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

#### **3.2 Corrections**

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

#### **3.3 Risk of Loss**

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

### **ARTICLE IV - INSURANCE; INDEMNIFICATION**

#### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

## **4.2 Indemnification**

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

## **ARTICLE V - PAYMENT**

### **5.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

### **5.2 Taxes, Benefits and Royalties**

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

#### **5.4 Final Acceptance and Final Payment**

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

#### **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

#### **5.6 Accounting**

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI - REMEDIES**

### **6.1 Owner's Remedies**

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

### **6.2 Terminations and Suspensions by Owner Deemed for Convenience**

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## **7.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

## **7.3 No Collusion**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

## **7.4 Assignment**

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

## **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.



**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Jeff Sloat

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME Civiltech Engineering, Inc.  
ADDRESS Two Pierce Place, Suite 1400  
CITY STATE Itasca, Illinois 60143  
Attention: Reid Magner, P.E.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

## **7.9 Governing Laws**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

## **7.11 Compliance with Laws and Grants**

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## **7.12 Ownership of Documents**

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

## **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

## **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

ENGINEERING SERVICES FOR  
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ETHEL'S WOODS FOREST PRESERVE  
PROJECT NO: 63910-0140-870

**7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: \_\_\_\_\_

Julie A. Gragnani

Title: Secretary

\_\_\_\_\_

Alex Ty Kovach

Title: Executive Director

Attest/Witness

Civiltech Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Jonathan Vana, P.E.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

President

**ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. Project:  
Provide design engineering services for the Millennium Trail and Parking – Ethel's Woods, which services include: design, engineering, permitting and contract document preparation.

The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.

2. Approvals and Authorizations:  
Consultant shall obtain the following approvals and authorizations from the following governmental bodies if required to construct the project as described:

Approval/Authorization

Lake County Stormwater Management Commission  
US Army Corps of Engineers  
Illinois EPA  
Illinois Department of Natural Resources  
County of Lake, Lake County DOT, Lake County Public Works  
Antioch Township

3. Commencement Date:  
April 27, 2017

4. Completion Date:  
October 30, 2017

5. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
  - a. \$1,000,000 injury-per-occurrence
  - b. \$500,000 disease-per-employee
  - c. \$500,00 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
  - a. \$ 500,000 - per person
  - b. \$1,000,000 - per occurrence

- (2) Property Damage:
  - a. \$ 500,000 - per occurrence
  - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person  
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person  
\$2,000,000.00 aggregate

Coverages shall include:

- ❖ Broad Form Property Damage Endorsement
- ❖ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

- ❖ Worker's Compensation Policy

- G. Other Parties as Additional Insured. In addition to Owner, the following parties shall be named as Additional Insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
---------------------------	---------------------------

- H. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.

- I. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

6. Schedule of Prices - Lump Sum

For providing, performing and completing all Services, the total Contract Price of:

One hundred thirty-seven thousand six hundred eighty two Dollars and Zero Cents  
(in writing)

137,682 Dollars and 0 Cents  
(in figures)

Lump sum amount includes all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

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PROJECT NO: 63910-0140-870

**ATTACHMENT B - CONSULTANT'S SCOPE OF WORK**



# Consultant Qualifications



February 24, 2017

Mr. Jeff Sloom  
Planning Manager  
Lake County Forest Preserves  
1899 West Winchester Road  
Libertyville, Illinois 60048  
[jsloom@lcfpd.org](mailto:jsloom@lcfpd.org)

**Re:** Proposal for Professional Engineering Services  
Millennium Trail and Parking – Ethel’s Woods

Dear Mr. Sloom:

Civiltech Engineering appreciates the opportunity to submit this professional design engineering services proposal for the Millennium Trail and Parking – Ethel’s Woods for the Lake County Forest Preserve District (District). The project involves the construction of a new segment of the Millennium Trail with a trail head parking lot and a loop trail located at the northeast corner of US Route 45 and Miller Road within Ethel’s Woods Forest Preserve.

The goal of the project is to provide a public access point with parking, construct a new segment of the Millennium Trail and an additional trail loop which satisfies the requirements of a grant agreement between the District and the Illinois Department of Natural Resources. The project will also be designed to accommodate future plans for a trail underpass at US Route 45 which will serve as a connection to Raven Glen Forest Preserve to the west and also provide a critical link to the planned Millennium Trail route located on the west side of US Route 45 and heading south towards Lindenhurst. The trail loop will allow trail users scenic views of the North Mill Creek restoration, a project currently underway which will remove the dam at Rasmussen Lake and restore the original stream channel.

## **I. PROJECT UNDERSTANDING AND APPROACH**

The western terminus of the project is a proposed entry road located approximately 500 feet east of US Route 45 and on the north side of Miller Road. The entry road will provide access to an HMA surfaced parking area for approximately 24 cars with an evaporative toilet facility. The parking area connects directly to a new segment of the Millennium Trail, a 12 foot wide aggregate surfaced trail that travels east toward North Mill Creek and then turning north and ending at a scenic overlook. At the point where the Millennium Trail turns north, a secondary trail will branch to the east to create a local trail loop with a second overlook.

The project will be designed according to the District’s standard trail and parking details and specifications. All permitting and regulatory requirements will be completed, including those by Lake County Stormwater Management Commission, US Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, County of Lake and Antioch Township.

The North Mill Creek restoration project is located directly east of this project is being engineered by V3 Companies and managed by the District’s Natural Resources Department. This project requires the removal and placement of large quantities of soils originating from the bottom of the former Rasmussen Lake. A portion of this material may be placed within the proposed loop trail and in other areas adjacent to this project. Civiltech will work to accommodate any haul routes and / or fill areas that may be identified by the District in the final design. It is anticipated that the hauling and filling operations will occur after the completion of this project.

The project will be bid for construction by the District in late 2017 with construction scheduled to begin early in 2018.

## II. ANTICIPATED SCOPE OF SERVICES

### 1. Data Collection and Early Coordination

**A. Initial Meeting with LCFPD** - We will meet with the LCFPD to further discuss the project goals and requirements, budget, schedule, and upcoming coordination with other agencies involved with the project.

**B. Obtain and Review Record Data** - We will obtain and review available County data including, but not limited to, subdivision plans and plats, existing/proposed record drawings, geotechnical reports, right-of-way data, aerial photography and contour mapping, other existing plans, and utility atlases.

**C. Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. A sanitary sewer and easement under the jurisdiction of the Lake County Public Works Department is present on the site and will be located and mapped. The information will be incorporated into the project base drawing.

**D. Topographic Survey (Supplemental Areas)** – This item will include obtaining the required supplemental topographic survey to complete the design work. We will establish the Miller Road centerline based on available records, and the supplemental survey work will include the proposed trailhead parking and alternative looped trail areas. We will also pick up the areas required at the overlook points of interest along the realignment of North Mill Creek. Jorgensen and Associates will gather this survey information as a subconsultant to Civiltech.

**E. Geotechnical Investigation** – This item includes obtaining shallow depth probes along the trail alignment to determine topsoil depths. Structure borings and geotechnical analysis for any retaining walls that may be required at overlook areas are not included at this time. Midland Standard Engineering & Testing will obtain this soils information, prepare a report with recommendations as a subconsultant to Civiltech.

CCDD Testing and certifications are not included because excess materials will be managed on-site.

**F. Wetland Sciences** – This item includes wetland delineation, reports and jurisdictional determination services. This work will be completed by Studemann Environmental Services as a subconsultant, and they will also complete any LCSMC and/or USACE permit applications necessary to comply with regulatory requirements.

**G. Township, County, and LCFPD Project Kick-off Meetings** – Once we have had an initial meeting with the District and a project schedule has been set, if necessary, we will conduct separate meetings with the Township and County to discuss the permit process and gain everyone's acceptance of the project schedule and commitment to timely reviews.

### 2. Preliminary (65%) Engineering

**A. Plan Base Sheet Preparation**- We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Information included on the base sheets will be field verified to confirm completeness and accuracy of topographic features.

This item includes review of the topographic survey and performing a "plan-in-hand" field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also

establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Utility Company Coordination and visual observation in the field.

**B. Drainage Design** – All drainage calculations will be completed in accordance with the Lake County Stormwater Management Commission's requirements. We will complete the necessary design calculations related to existing ditch flows, storm sewer design, and culvert extensions as part of the drainage design.

This item will also include a pre-application meeting with LCSMC to present the project.

**C. Preliminary Plans (65%)** - We will prepare preliminary plans containing the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State and Local Standards (1 sheet)
- Alignment, Ties, and Benchmarks (1 sheet) 1"=100'
- Overall Site Plan (1 sheet) 1"=100'
- Typical Sections (1 sheet)
- Parking Lot Layout Plan and Drainage (1 sheet) 1"=30'
- Parking Lot Grading Plan (1 sheet) 1"=30'
- Trail Plan and Profile (18 sheets) 1"=20'
- Parking Lot Erosion Control and Landscaping Plan (2 sheets) 1"=30'
- Trail Erosion Control and Landscaping Plan (9 sheets) 1"=20' w/ dual panes

Although, cross sections are not included within the contract plans they will be prepared at 50-foot intervals and will include half sections at intersections of streets, high and low points along the trail profile, the beginning of project, end of project, and culverts in accordance with Lake County Plan Preparation Guidelines in an effort to establish grading limits and earthwork computations.

The Preliminary Plan preparation and submittal will serve as a progress submittal for review by the Forest Preserve staff, in an effort to identify and address any significant design issues prior to completing pre-final plans. We will communicate with the Forest Preserve throughout the design process to resolve any current design issues.

In an effort to alert the various utility companies of possible conflicts and to advise them of the overall project schedule, we will submit a utility plan set for their review. It is our intention that this submittal will allow the utility companies to review the plans to determine where additional information is needed concerning the location of their facilities.

**D. Preliminary Quantity Calculations** - We will perform detailed quantity calculations at the preliminary stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**E. Preliminary Estimate of Cost** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**F. Preliminary Design Review Meeting** – We will attend a meeting in order to present the findings of the Preliminary stage of the engineering process and discuss the status of the project with the Forest Preserve.

### 3. Pre-Final (90%) Plans, Special Provisions and Estimates

**A. Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Forest Preserve's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with LCFPD standards and requirements. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State and Local Standards (1 sheet)
- Summary of Quantities (2 sheets)
- Alignment, Ties, and Benchmarks (1 sheet) 1"=100'
- Overall Site Plan (1 sheet) 1"=100'
- Typical Sections (1 sheet)
- Parking Lot Layout Plan and Drainage (1 sheet) 1"=30'
- Parking Lot Grading Plan (1 sheet) 1"=30'
- Trail Plan and Profile (18 sheets) 1"=20'
- Parking Lot Erosion Control and Landscaping Plan (2 sheets) 1"=30'
- Trail Erosion Control and Landscaping Plan (9 sheets) 1"=20' w/ dual panes
- Construction Details (3 sheets)

We estimate that the contract plans will contain a total of 41 sheets.

We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

**B. Pre-Final Special Provisions and Bidding Documents** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Forest Preserve and County special provisions and bidding documents will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet.

**C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**E. Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

**F. Pre-Final Project Review Meetings** - Project review meetings will be held with the Forest Preserve to address design issues and plan comments generated from the pre-final contract document review.

#### **4. Final (100%) Plans, Special Provisions and Estimates**

**A. Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Forest Preserve, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

The LCFPD will be responsible for letting the project. We will provide LCFPD with one set of the original, mylar plans and bid documents, as well as the number of full and reduced size copies as required. We will also submit the contract plans to the various utility companies.

**B. Final Special Provisions and Bidding Documents**- All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

**C. Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.

**D. Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities.

**E. Final QA/QC Review** - Prior to the final submittal a second QA/QC review of the plans and special provisions will be performed.

#### **5. Project Administration, Coordination and Permits**

**A. Project Administration** - This item includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes coordination meetings with the Forest Preserve as well as internal project team coordination meetings.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. Although no utility conflicts are anticipated, we will coordinate with the Forest Preserve and the managing agencies to relocate their facilities out from under the trailhead parking or access driveway locations to resolve any potential conflicts.

**D. Lake County Stormwater Permitting and Documentation** - All stormwater and drainage design will be in accordance with the Lake County Watershed Development Ordinance. This project will require a permit submittal to Lake County in compliance with the Countywide Stormwater and Floodplain Ordinance. We will prepare and submit an application along with the required back up documentation related to wetland permitting to both the USACE and LCSMC.

Work associated with updating the wetland field investigations, jurisdictional determinations, preliminary endangered species assessments, permit consultation and coordination involved with this project has been included in the scope of Wetland Sciences by Studemann Environmental, working as a subconsultant to Civiltech. Should impacts be unavoidable and mitigation required, this scope does not include the funding for the actual purchase within the selected wetland bank.

**E. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

**F. IDOT Permitting** – At this time, we do not anticipate the Ethel’s Woods Trailhead parking and Trail Improvement project will require a permit from IDOT or design coordination with their on-going Us 45 / Milburn Bypass project.

**G. County Permitting** - The work in the Miller Road right-of-way will potentially require a permit from the County. If necessary, we will make an initial permit submittal as soon as possible near the preliminary stage of design asking for their deferral to the LCSMC and to address any comments in order to obtain their approval.

**H. Bidding Assistance** - We will attend the bid opening and tabulate the bids received and make a recommendation for award.

### III. FEE CALCULATION AND SCHEDULE

In order to calculate our “not-to-exceed” fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and multiplier of 2.67 to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs, and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following “not-to-exceed” fees for the Phase II Professional Engineering Services fees:

<b>Phase II Engineering (labor):</b>	<b>\$41,136</b>
<b>Phase II Engineering (overhead):</b>	<b>\$68,698</b>
<b><u>Phase II Engineering (direct costs):</u></b>	<b><u>\$27,848</u></b>
	<b>\$137,682</b>

Thank you for the opportunity to submit this proposal, and please contact me at 630.735.3390 or [rmagner@civiltechinc.com](mailto:rmagner@civiltechinc.com) with any questions.

Very truly yours,

Reid Magner, P.E.  
**Civiltech Engineering, Inc.**



**Preliminary and Final Design – Ethel's Woods Trail**

Lake County Forest Preserves | February 24, 2017

**Cost Estimate of Consultant Services**

Task No.	Task	Personnel & Hours						Total Hours	% of Hours	Labor Cost
		Principal \$70.00	Project Manager \$53.95	Engineer IV \$35.66	Engineer II \$29.00	QA/QC Engineer \$70.00				
1	Data Collection and Early Coordination	10	14	12	5	0	41	3.6%	\$ 2,028.22	
2	Preliminary (65%) Engineering	12	36	142	294	0	484	42.5%	\$ 16,371.92	
3	Pre-Final (90%) Plans, Special Provisions and Estimates	19	41	86	175	2	323	28.4%	\$ 11,823.71	
4	Final (100%) Plans, Special Provisions and Estimates	5	12	37	63	2	119	10.4%	\$ 4,283.82	
5	Project Administration, Coordination and Permits	8	39	51	74	0	172	15.1%	\$ 6,628.71	
	Total Cost								\$ 41,136	
	Multiplier*	2.67							\$ 109,834	
	Direct Costs and Sub Consultant Expense (See attached calculation)								\$ 27,848	
							<b>1139</b>	<b>100.0%</b>	<b>\$ 137,682</b>	



## Preliminary and Final Design – Ethel’s Woods Trail

Lake County Forest Preserves | February 24, 2017

### Workhours

	Personnel & Hours					Total	% of Hours
	Principal	Project Manager	Engineer IV	Engineer II	QA/QC Engineer		
<b>1 Data Collection and Early Coordination</b>							
a. Initial Meeting with LCFPD	3	3				6	0.5%
b. Obtain and Review Record Data	1	2	2	2		7	0.6%
c. Preliminary Utility Company Coordination			3	3		6	0.5%
d. Topographic Survey		1	3			4	0.4%
e. Geotechnical Investigation		1	1			2	0.2%
f. Wetland Sciences		1	3			4	0.4%
g. Township, County, and LCFPD Project Kick-off Meetings	6	6				12	1.1%
<b>Sub-total Item 1</b>	<b>10</b>	<b>14</b>	<b>12</b>	<b>5</b>	<b>0</b>	<b>41</b>	<b>3.6%</b>
<b>2 Preliminary (65%) Engineering</b>							
a. Plan Base Sheet Preparation		2	12	34		48	4.2%
b. Drainage Design	1	1	8	30		40	3.5%
c. Preliminary Plans (65%)							
Cover Sheet and Index of Sheets (1 sheet)		1	1	2		4	0.4%
General Notes and List of State and Local Standards (1 sheet)		1	2	1		4	0.4%
Alignment, Ties, and Benchmarks (1 sheet) 1"=100'		1	4	7		12	1.1%
Overall Site Plan (1 sheet) 1"=100'		1	4	7		12	1.1%
Typical Sections (1 sheet)		1	3	4		8	0.7%
Parking Lot Layout Plan and Drainage (1 sheet) 1"=30'		1	5	10		16	1.4%
Parking Lot Grading Plan (1 sheet) 1"=30'		2	6	24		56	4.9%
Trail Plan and Profile (18 sheets) 1"=20'	4	8	48	120		180	15.8%
Parking Lot Erosion Control and Landscaping Plan (2 sheets) 1"=30'	1	1	2	6		10	0.9%
Trail Erosion Control and Landscaping Plan (9 sheets) 1"=20' w/ dual panes	1	3	16	32		52	4.6%
d. Preliminary Quantity Calculations		4	12	16		32	2.8%
e. Preliminary Estimates of Cost		2	1	1		4	0.4%
f. Preliminary Design Review Meeting	3	3				6	0.5%
<b>Sub-total Item 2</b>	<b>12</b>	<b>36</b>	<b>142</b>	<b>294</b>	<b>0</b>	<b>484</b>	<b>42.5%</b>
<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>							
a. Pre-Final Plans (90%)							
Cover Sheet and Index of Sheets (1 sheet)			1	1		2	0.2%
General Notes and List of State and Local Standards (1 sheet)		1	1	2		4	0.4%
Summary of Quantities (2 sheets)		1	3	8		12	1.1%
Alignment, Ties, and Benchmarks (1 sheet) 1"=100'		2	5	8		15	1.3%
Overall Site Plan (1 sheet) 1"=100'		1	2	3		6	0.5%
Typical Sections (1 sheet)		2	6	8		16	1.4%
Parking Lot Layout Plan and Drainage (1 sheet) 1"=30'		1	3	8		12	1.1%
Parking Lot Grading Plan (1 sheet) 1"=30'	2	4	16	20		42	3.7%
Trail Plan and Profile (18 sheets) 1"=20'	2	8	24	80		114	10.0%
Parking Lot Erosion Control and Landscaping Plan (2 sheets) 1"=30'	1	1	2	6		10	0.9%
Trail Erosion Control and Landscaping Plan (9 sheets) 1"=20' w/ dual panes	1	3	6	10		20	1.8%
Construction Details (3 sheets)	1	1	2	4		8	0.7%
b. Pre-Final Special Provisions and Bidding Documents	2	4	6	4		16	1.4%
c. Pre-Final Quantity Calculations		4	8	12		24	2.1%
d. Pre-Final Estimates of Cost and Construction Time		2	1	1		4	0.4%
e. Pre-Final QC/QA Review	4				2	6	0.5%
f. Pre-Final Project Review Meetings	6	6				12	1.1%
<b>Sub-total Item 3</b>	<b>19</b>	<b>41</b>	<b>86</b>	<b>175</b>	<b>2</b>	<b>323</b>	<b>28.4%</b>
<b>4 Final (100%) Plans, Special Provisions and Estimates</b>							
a. Final Plans (100%)	2	7	27	55		91	8.0%
b. Final Special Provisions and Bidding Documents	1	2	3			6	0.5%
c. Final Quantity Calculations		2	6	8		16	1.4%
d. Final Estimates of Cost and Construction Time		1	1			2	0.2%
e. Final QA/QC Review	2				2	4	0.4%
<b>Sub-total Item 4</b>	<b>5</b>	<b>12</b>	<b>37</b>	<b>63</b>	<b>2</b>	<b>119</b>	<b>10.4%</b>
<b>5 Project Administration, Coordination and Permits</b>							
a. Project Administration	3	12				15	1.3%
b. Project Submittals		6	8	8		22	1.9%
c. Utility Company Coordination			6	8		14	1.2%
d. Lake County Stormwater Permitting and Documentation	2	12	24	48		86	7.6%
e. NPDES Permitting and Documentation		1	3	2		6	0.5%
f. IDOT Permitting						0	0.0%
g. County Permitting	2	6	8	8		24	2.1%
h. Bidding Assistance	1	2	2			5	0.4%
<b>Sub-total Item 5</b>	<b>8</b>	<b>39</b>	<b>51</b>	<b>74</b>	<b>0</b>	<b>172</b>	<b>15.1%</b>
<b>Total Hours:</b>	<b>54</b>	<b>142</b>	<b>328</b>	<b>611</b>	<b>4</b>	<b>1139</b>	<b>100%</b>
<b>% of Hours:</b>	<b>4.7%</b>	<b>12.5%</b>	<b>28.8%</b>	<b>53.6%</b>	<b>0.4%</b>	<b>100.0%</b>	





**Preliminary and Final Design – Ethel's Woods Trail**

Lake County Forest Preserves | February 24, 2017

**Direct Costs**

Item No.	DIRECT COSTS Description	Cost
<b>Item 1</b>	<b>Printing</b>	
	<b>Preliminary Plans</b>	
	LCFPD 2 sets X 36 sheets/set X \$0.60/sheet (22"x34")	\$ 43.20
	Utility Co. 8 sets X 36 sheets/set X \$0.60/sheet (22"x34")	\$ 172.80
	<b>Pre-Final Plans</b>	
	LCFPD 2 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 49.20
	County 2 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 49.20
	Utility Co. 8 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 196.80
	<b>Pre-Final Specification Books</b>	
	4 books X \$20/book	\$ 80.00
	<b>Final Plans</b>	
	LCFPD 2 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 49.20
	County 2 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 49.20
	Utility Co. 8 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 196.80
	<b>Final Specification Books</b>	
	4 books X \$20/book	\$ 80.00
	<b>Bidding Plans</b>	
	2 sets X 41 sheets/set X \$0.60/sheet (22"x34")	\$ 49.20
	<b>Final Bidding Specification Books</b>	
	2 books X \$20/book	\$ 40.00
	<b>Total Item 1</b>	<b>\$ 1,055.60</b>
<b>Item 2</b>	<b>Shipping</b>	
	10 overnight shipping items X \$20/each	
	<b>Total Item 2</b>	<b>\$ 200.00</b>
<b>Item 3</b>	<b>Vehicle Expense</b>	
	Mileage	
	<b>Total Item 3</b>	<b>\$ 250.00</b>
<b>Item 4</b>	<b>Topographic Design Survey</b>	
	Jorgensen and Associates	\$ 8,795.18
	<b>Total Item 4</b>	<b>\$ 8,795.18</b>
<b>Item 5</b>	<b>Geotechnical Services</b>	
	Midland Standard Engineering and Testing	
	Subsurface Explorations and Reports	\$ 7,853.00
	<b>Total Item 5</b>	<b>\$ 7,853.00</b>
<b>Item 6</b>	<b>Environmental Services</b>	
	Studemann Environmental	\$ 9,694.00
	<b>Total Item 6</b>	<b>\$ 9,694.00</b>
<b>TOTAL DIRECT EXPENSES:</b>		<b>\$ 27,847.78</b>



Lees County Forest Preserve District  
 Millennium Trail and Parking  
 Ethel's Woods  
**Project Overview**  
 Scale: 1" = 200'  
 Exhibit 1



# Subconsultant Qualifications



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**

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Est. 1990

February 23, 2017

Mr. Reid T. Magner, P.E.  
Civiltech Engineering, Inc.  
450 East Devon Avenue  
Suite 300  
Itasca, Illinois 60143

Re: Lake County Forest Preserve District – Millennium Trail  
Ethel's Woods Forest Preserve Survey Proposal

Dear Mr. Magner:

Enclosed, please find our proposal to prepare an additional topographic survey for the referenced project.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.

  
Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Civiltech\LCFPD\Millennium Trail\Ethel's Woods\Cover Letter

Route: Millennium Trail  
Section: Ethel's Wood Forest Preserve  
County: Lake  
Job No.:

**Exhibit "A"**

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.37%
State Unemployment Compensation _____	0.97%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.96%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	10.79%
Bonus _____	7.01%
Pension _____	0.93%
Group Insurance _____	<u>35.63%</u>
Total Payroll Burden & Fringe Costs	67.77%

Route: Millennium Trail  
 Section: Ethel's Woods Forest Preserve  
 County: Lake  
 Job No.:

**Exhibit "B"**

**Overhead and Indirect Costs**

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.48%
Depreciation _____	12.02%
Indirect wages and salaries _____	38.85%
Reproductive and printing costs _____	0.18%
Office Supplies _____	3.57%
Computer Costs _____	1.98%
Professional Fees _____	2.54%
Telephone _____	1.85%
Fees, license & dues _____	0.98%
Repairs and maintenance _____	0.96%
Business space rent _____	4.92%
Facilities - capital _____	0.66%
Travel - Meals _____	0.08%
Survey Supplies _____	2.80%
Automobile/travel expense _____	1.45%
Miscellaneous Expense _____	0.31%
State Income Tax _____	1.05%
Postage _____	0.20%
Educational & Professional Registrations _____	<u>0.05%</u>
<b>Total Overhead</b>	<b>78.93%</b>

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Jorgensen & Associates, Inc.  
Prime

DATE 02/23/17  
PTB NO. \_\_\_\_\_

CONTRACT TERM  
START DATE  
RAISE DATE

12 MONTHS  
3/1/2017  
9/1/2017

OVERHEAD RATE  
COMPLEXITY FACTOR  
% OF RAISE

146.70%  
3.00%

**ESCALATION PER YEAR**

3/1/2017 - 9/1/2017  
6  
12

= 50.00%  
= 1.0150

9/2/2017 - 3/1/2018  
6  
12

51.50%

9/2/2017 - 3/1/2018  
6  
12

1.50%

9/2/2017 - 3/1/2018  
6  
12

**The total escalation for this project would be:**

# PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Jorgensen & Associates DATE  
Prime

02/23/17

ESCALATION FACTOR                      1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Officer	\$46.00	\$46.69
Supervisor, P.L.S.	\$42.00	\$42.63
Survey Party Chief, S.I.T.	\$26.75	\$27.15
Instrument Operator	\$20.75	\$21.06
Cadd Supervisor	\$30.75	\$31.21
		\$0.00
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# AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.

PSB \_\_\_\_\_

PRIME/SUPPLEMENT Prime

DATE 02/23/17

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topography Survey			(2) Office-Compile Field Data			(3) Office-Create Topography Base Sheets			(4) Office-Create T.I.N. & Contours			(5) DC/OA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Officer	46.00	2	1.71%	0.79															
Supervisor, P.L.S.	42.00	5	4.27%	1.79			2	28.57%	12.00										
Survey Party Chief, S.I.T.	26.75	43	36.75%	9.83	43	50.00%	13.38												
Instrument Operator	20.75	43	36.75%	7.63	43	50.00%	10.38												
Cadd Supervisor	30.75	24	20.51%	6.31				5	71.43%	21.96	16	100.00%	30.75	3	100.00%	30.75			
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<b>TOTALS</b>		117	100%	\$26.35	86	100.00%	\$23.75	7	100%	\$33.96	16	100%	\$30.75	3	100%	\$30.75	3	100%	\$42.00

# AVERAGE HOURLY PROJECT RATES

**FIRM** Jorgensen & Associates, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 02/23/17

**SHEET** 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	(6) Coordination Meetings		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
		Hours	% Part.																
Principal/Officer	46.00	2	100.00%																
Supervisor, P. L. S.	42.00																		
Survey Party Chief	26.75																		
Instrument Operator	20.75																		
Cadd Supervisor	30.75																		
<b>TOTALS</b>		2	100%		0%	\$46.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	\$0.00

Route: Millennium Trail  
 Section: Ethel's Woods Forest Preserve  
 County: Lake  
 Job No.:

**Manhour Breakdown  
 Topographic Survey Estimate**

Millennium Trail Loop  $\pm 2,300' = \pm 0.436$  mile

Total Length  $\pm 2,300' = \pm 0.436$  mile

1. Field – Topographic Survey

- a. Measure traverse & level circuit  
 3 hours x 2 men = 6 MH
- b. Locate existing topography  
 27 hours x 2 men = 54 MH
- c. Locate center line points  
 5 hours x 2 men = 10 MH
- d. Stake center line points  
 8 hours x 2 men = 16 MH

Sub-total Item #1 86 MH

2. Office - Compile Field Data

- a. Compute traverse & level circuit  
 2 hours x 1 man = 2 MH
- b. Compute center line alignment  
 2 hours x 1 man = 2 MH
- c. Edit & compile topographic survey  
 3 hours x 1 man = 3 MH

Sub-total Item #2 7 MH

3. Office - Create Topography Base Sheets

- a. Layout and drafting existing topography  
 16 hours x 1 man = 16 MH

Sub-total Item #3 16 MH

(1)

4. Office - Create T.I.N. & Contours

a. Compute contours  
3 hours x 1 man =

3 MH

Sub-total Item #4      3 MH

5. QC/QA

a. Check topographic survey  
2 hours x 1 man =

2 MH

b. Check contours  
1 hour x 1 man =

1 MH

Sub-total Item #5      3 MH

6. Coordination Meetings

1 meeting @ 2 hours =

2 MH

Total All Items      117 MH

(2)

Route: Millennium Trail  
Section: Ethel's Woods Forest Preserve  
County: Lake  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Field - Topographic Survey

a. Trips to project site - 5 ea.  
± 15 miles/trip x 5 trips = ± 75 miles  
± 75 miles @ \$0.53/mile = \$ 39.75

5. Coordination Meetings

a. Meetings at Civiltech's office - 1 ea.  
± 70 miles/trip x 1 trip = ± 70 miles  
± 70 miles @ \$0.53/mile = \$ 37.10

Total All Items \$ 76.85

## MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6 East Dundee, Illinois 60118  
(847) 844-1895 T (847) 844-3875

February 21, 2017

Mr. Reid T. Magner, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
[rmagner@civiltechinc.com](mailto:rmagner@civiltechinc.com)

Re: **Proposal for Geotechnical Exploration and Analysis**  
**Ethel Woods Forest Preserve – Millennium Trail**  
Lake Country Forest Preserve District

Dear Mr. Magner:

We are pleased to submit this scope of work proposal for the performance of a geotechnical exploration and analysis at the above referenced project.

### Purpose

The purpose of the subsurface exploration will be to provide information regarding the existing soil section along the trail alignment. Additionally, we will provide information regarding subgrade soil and groundwater conditions for use in the design plans for rehabilitation of the pavement materials.

### Scope

The exploration, testing and analysis will include:

- Determination of the subsurface conditions along the planned trail alignment.
- Determination of the engineering characteristics of the subsurface materials encountered and characterization of the groundwater conditions.
- Provide subgrade soil strength criteria to be used for pavement design.
- Identify areas of remedial treatment of the subgrade soils along the planned alignment.
- Provide general recommendations regarding construction procedures.

The scope of this program does not address any environmental issues at the site.

We propose to investigate the subsurface soil and ground water conditions on the site proposed for construction by drilling exploratory test holes. The proposed boring program consists of twenty-five (25) trail borings to a depth of 5 feet and two (2) parking lot borings to a maximum depth of 10 feet. Trail borings will be located along the planned alignment at 300 foot spacing. Parking lot borings will be located in the area of the planned parking lot off Miller Road.

Method of Performance & Timing

After notice to proceed, a representative from Midland Standard Engineering & Testing, Inc. will layout the boring locations and perform a utility clearance along the alignment. Mobilization of drilling equipment and personnel will occur after utility clearance has been complete. We would expect preliminary verbal results after the site work is complete, and a final report would be complete shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, density, and other physical properties of the soils. The results of the field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer licensed in the state of Illinois.


Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work attached is estimated to be \$ 7,853.00. We will not exceed this amount without prior authorization.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
Michael H. Prigge, P.E.  
Project Engineer

Attachment: Attachment 1.1-Schedule of Services & Fees  
Attachment 1.2-Engineering Services  
Proposed Boring Locations



**ATTACHMENT 1.1  
SCHEDULE OF SERVICES AND FEES**

**Ethel Woods Forest Preserve - Millennium Trail  
Lake County Forest Preserve District**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of Drilling Equipment, and Personnel, lump sum	1	\$400.00	\$400.00
Additional Daily Mobilization, each	1	\$200.00	\$200.00
Layout and Utility Clearance, per hour	6	\$95.00	\$570.00
Trail Boring (25 Borings @ 5'), per foot	125	\$19.00	\$2,375.00
Parking Lot Boring (2 Borings @ 10'), per foot	20	\$19.00	\$380.00
Field Engineer/Geologist, per hour	12	\$95.00	\$1,140.00
		<b>Field Services Total:</b>	<b>\$5,065.00</b>
<u>Laboratory Services</u>			
Moisture Content Determinations, each	58	\$6.50	\$377.00
Grainsize Analysis w/ Hydrometer, each	4	\$95.00	\$380.00
Atterberg Limit Determination, each	4	\$84.00	\$336.00
pH, each	4	\$25.00	\$100.00
		<b>Laboratory Services Total:</b>	<b>\$1,193.00</b>
<u>Engineering Services:</u>			
Preparation of Soil Boring Logs			
Analysis and Recommendations for Foundations			
Construction and Site Preparation Recommendations			
Report Preparation, Consultation			
		<b>Estimated Cost</b>	<b>\$1,595.00</b>
		<b>TOTAL:</b>	<b>\$7,853.00</b>

**ATTACHMENT 1.2  
ENGINEERING SERVICES**

**Ethel Woods Forest Preserve - Millennium Trail  
Lake County Forest Preserve District**

Our fees for Engineering Services will be based on the actual number of hours required to complete the work, and will be determined on a Unit Rate Basis at these rates for each classification of personnel:

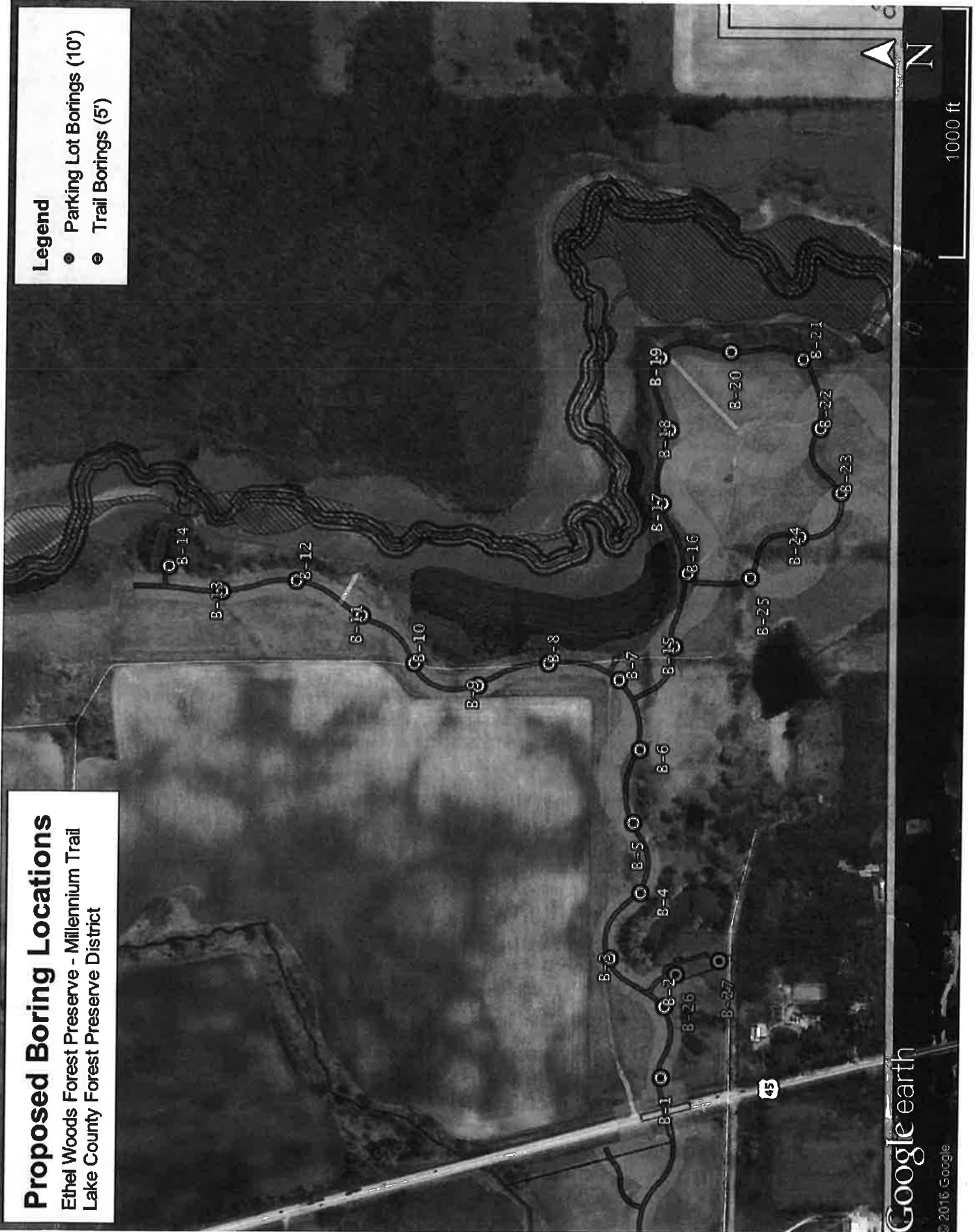
	<u>Estimated Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	1	\$145.00	\$145.00
Project Engineer, per hr.	8	\$110.00	\$880.00
Staff Engineer, per hr.	6	\$95.00	\$570.00
Draftsman/Word Processing, per hr.	0	\$85.00	
			<b>\$1,595.00</b>

# Proposed Boring Locations

Eitel Woods Forest Preserve - Millennium Trail  
Lake County Forest Preserve District

## Legend

- Parking Lot Borings (10')
- Trail Borings (5')



Google earth

© 2016 Google

1000 ft



February 23, 2017

Mr. Reid T. Magner, P.E.  
Project Manager  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

**SUBJECT: Proposal to Provide Wetland Science Services  
Millennium Trail Phase II Project  
Antioch and Old Mill Creek, Lake County, Illinois**

Dear Mr. Magner:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for Phase II of the Lake County Forest Preserve's (LCFP) Millennium Trail Project (Millennium Trail Phase II Project), located in Antioch and Old Mill Creek, Lake County, Illinois. Services presented herein coincide with the Millennium Trail Phase II Project transportation engineering related services provided by Civiltech to LCFP, and include wetland science related U.S. Army Corps of Engineers (USACE) and Lake County Stormwater Management Commission (LCSMC) permitting services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

**PROJECT UNDERSTANDING**

SEC understands that Civiltech has been retained by the LCFP to perform Phase II engineering services for design of a proposed trail that will connect segments of the Millennium Trail located in the Ethel's Woods Forest Preserve in Antioch and Old Mill Creek, Illinois. Civiltech has solicited SEC to prepare and submit wetland related documents to the USACE and LCSMC for permitting to construct the Millennium Trail Phase II Project.

On May 27, 2016, SEC completed the Millennium Trail/U.S. Route 45 Underpass Phase I Study Wetland Delineation Report for Civiltech and the LCFP. On February 22, 2017, Civiltech provided SEC with an aerial exhibit presenting the limits of the Phase II portion of the Millennium Trail Project. This Project Corridor is presented on the aerial exhibit and the Wetland Delineation Report. SEC understands that this Project Corridor consists of wetlands, open water, scrub/shrub, and forested areas on prior cultivated and forest preserve lands.

SEC proposes to prepare and submit required wetland related permit documentation to the USACE and LCSMC per: the June 11, 2013, Lake County Watershed Development Ordinance (LCWDO); and the April 1, 2012, U.S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP).

In preparing this proposal, SEC has made the following assumptions:

1. All pertinent coordination, documentation, and correspondence from the Millennium Trail/U.S. Route 45 Underpass Phase I Study will be available for use by SEC in the Millennium Trail Phase II Project submittals;

2. The May 27, 2016, Wetland Delineation Report prepared by SEC for the Millennium Trail/U.S. Route 45 Underpass Phase I Study will not expire prior to permitting for the Millennium Trail Phase II Project;
3. There are no Lake County Advanced Identification (ADID) wetlands or high-quality aquatic resources (HQAR) within, adjoining, or adjacent to the Project Corridor;
4. The Millennium Trail Project is an IDOT federally funded pass-through project and all IDOT related coordination has been completed and is not part of this scope of work;
5. All impacts to wetlands will require mitigation, per the Illinois Interagency Wetlands Policy Act (IWPA) of 1989;
6. Wetland mitigation will be provided through an appropriate wetland mitigation bank;
7. There is no wetland mitigation design included in this scope of work;
8. Screening for state listed endangered and threatened species has been conducted internally by IDOT and will be available to SEC for permitting purposes; and
9. There are no other environmental concerns within the Project Corridor that have not been referenced in this proposal that would impede the USACE and LCSMC coordination and permitting process, such as the presence of state and federal endangered and threatened species, and protected historical and cultural sites.

## **SCOPE OF WORK**

SEC proposes to complete the requested services in one task as follows:

### Task 1: USACE and LCSMC Permit Coordination

SEC proposes to prepare and submit all applicable wetland related permit materials for the Millennium Trail Phase II Project to the USACE and LCSMC. Wetland related permitting materials include: a wetland buffer memorandum; a preliminary Section 7 consultation memorandum; wetland mitigation banking documentation; and wetland narratives. Preparation of these materials may also require on-site investigations as well as on-site meetings with the USACE and LCSMC. SEC understands the required permits to include the Joint Application submittal to USACE and the LCWDO Watershed Development Permit (WDP) submittal to LCSMC. SEC will prepare the Joint Application permit application and will request information and signatures from Civiltech for a complete initial submittal. SEC will provide wetland related documentation and assistance to Civiltech in preparing the WDP submittal to LCSMC.

All wetland related permit submittals will be prepared and submitted by SEC's Lake County Certified Wetland Specialist (CWS). Permitting fees have not been included in this proposal and are the responsibility of Civiltech and the LCFP. SEC will communicate with the USACE and LCSMC after the initial permit submittals until USACE and LCSMC comments and approvals are received.

Wetland mitigation banking coordination with the USACE, LCSMC, and an appropriate wetland banker is included in this task. However, wetland mitigation design, plan preparation, monitoring, and management are not included in this scope of work. Should LCSMC require mitigation other than mitigation banking, SEC will coordinate with Civiltech regarding the mitigation requirements necessary to obtain the appropriate wetland mitigation related permits. All fees associated with obtaining wetland banking credits are not included in this scope of work and are the responsibility of Civiltech and the LCFP.

**PROJECT TEAM**

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists who have experience in conducting wetland science services in Lake County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Lake County CWS.

**PROJECT SCHEDULE**

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules for each task are unknown at this time and will be coordinated with Civiltech throughout the duration of the Millennium Trail Phase II Project. Wetland and buffer field investigations are best completed during the Lake County growing season, from May 7<sup>th</sup> to October 10<sup>th</sup>. Floristic Quality Assessments can be conducted outside this growing season at the discretion of the CWS. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

**PROJECT COSTS**

SEC estimates the cost to complete the task outlined in this proposal to be a maximum “not-to-exceed” fee of \$9,694. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services. The following is a summary of these costs:

	<b>SCOPE OF WORK</b>	<b>COSTS</b>
Task 1:	USACE and LCSMC Permit Coordination	\$9,694
<b>Total:</b>		<b>\$9,694</b>

**PROPOSAL ACCEPTANCE**

To indicate your acceptance of this proposal, please notify me by mail or e-mail. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the task presented in this proposal.

SEC appreciates this opportunity to provide wetland science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,



Baron H. Stuedemann, P.E., P.W.S.  
Technical Director | Managing Member  
Stuedemann Environmental Consulting, LLC  
Mobile: 630-664-4550  
E-Mail: [bstuedemann@stuedenv.com](mailto:bstuedemann@stuedenv.com)

**TABLE 1**  
**Cost Estimate for Consulting Services**

**WETLAND SCIENCE SERVICES**  
**MILLENNIUM TRAIL PHASE II PROJECT**  
**ANTIOCH AND OLD MILL CREEK, LAKE COUNTY, ILLINOIS**

Prepared for **Civiltech Engineering, Inc.**  
 Prepared by **Stuedemann Environmental Consulting, LLC**

**February 23, 2017**

MILLENNIUM TRAIL PHASE II PROJECT WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager	Project Coordinator	Total Hours	Direct Labor (DL)	Overhead of 150% OH(DL)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Other Direct Costs	Not-to- Exceed Costs
<b>Task 1: USACE and LCSMC Permit Coordination</b>	\$64.00 48	\$24.00 4	52	\$3,168	\$4,752	\$547	\$1,228	\$0	\$9,694
<b>TOTAL:</b>	<b>48</b>	<b>4</b>	<b>52</b>	<b>\$3,168</b>	<b>\$4,752</b>	<b>\$547</b>	<b>\$1,228</b>	<b>\$0</b>	<b>\$9,694</b>

DL (Direct Labor) = Hours x Hourly Rate

R (Complexity Factor) = 0

OH (Overhead Rate) = 150%

IHDC (In-House Direct Costs) = See Table Below for Itemization

FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]

Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

MILLENNIUM TRAIL PHASE II PROJECT WETLAND SCIENCE SERVICES TASK DESCRIPTION	Mileage (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)		In-House Direct Costs (IHDC)
	Miles	\$	Packages	\$	Pages	\$	
<b>Task 1: USACE and LCSMC Permit Coordination</b>	480	\$257	2	\$50	400	\$240	\$547
<b>TOTAL:</b>	<b>480</b>	<b>\$257</b>	<b>2</b>	<b>\$50</b>	<b>400</b>	<b>\$240</b>	<b>\$547</b>

Mileage (miles) = 160 miles Round Trip to/from Site

Delivery (packages) = UPS, FedEx, or USPS

Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"

**ATTACHMENT C - KEY PERSONNEL**

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Jeff Slood	847-968-3277
Susan Hall	847-968-3270

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Reid Magner, P.E.	630-735-3390

3. Others

NAMES	TELEPHONE NUMBERS





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

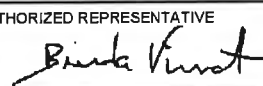
<b>PRODUCER</b> Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-338-1391      FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aceclientrequest@marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Travelers Casualty and Surety Co      31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Civiltech Engineering, Inc. 2 Pierce Place, Suite 1400 Itasca IL 60143	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS    OTHER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
A	Professional Liability			106278045	04/10/2016	04/10/2017	Per Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Lake County Forest Preserve District Attn: Jeff Sloom Libertyville, IL 60048	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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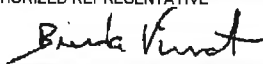
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A	Valuable Papers			84SBWLI9844	11/01/2016	11/01/2017	Limit \$225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Millennium Trail and Parking  
Millennium Trail and Parking - Ethel's Woods Forest Preserve  
Lake County Forest Preserve District is included as an additional insured on the above coverages except for WC when required by written contract.  
30 day notice of cancellation will be given to the certificate holder per policy endorsements.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
---------------------------	---------------------

Lake County Forest Preserve District Attn: Jeff Sloom 1899 West Winchester Road Libertyville, IL 60048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ATTACHMENT C - KEY PERSONNEL**

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NAMES	TELEPHONE NUMBERS
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